

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of this 29 day of May 2025, by O'KEEFE'S INC., a Florida Corporation ("Seller"), and BLUE FT HARRISON, LLC, a Florida limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Blue Sky Communities, LLC entered into that certain Purchase and Sale Agreement dated effective September 6th, 2023, as amended (the "Agreement"); and

WHEREAS, Blue Sky Communities, LLC Assigned this Agreement to an affiliate Blue Ft Harrison, LLC effective November 17, 2023; and

WHEREAS, Florida Housing Finance Corporation ("FHFC") changed the FHFC RFA 2025-202 due date from July 2025 to November 2025 which impacts the terms in the previous amendment which were correlated with the July due date; and

WHEREAS, Seller and Purchaser desire to make the Agreement terms coincide with the new FHFC RFA 2025-202 dates as Purchaser requires said funding to close on the Property; and

WHEREAS, Seller and Purchaser desire to enter into this Amendment to address certain timing terms and conditions contained in the Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Buyer do hereby covenant and agree as follows:

1. Seller and Buyer do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. Section 4 of the first amendment of the Agreement shall be deleted and replaced with:

"Unless the Agreement has been terminated, then on October 15, 2025, Purchaser agrees to release the remaining Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) of deposits held in Escrow to Seller."

4. **2025 9% Tax Credit Award Period** shall be changed to "Purchaser shall pay no more deposits until earlier of a) Purchaser receives an invitation to credit underwriting for winning 9% tax credits from FHFC RFA 2025-202, or b) January 31, 2026.

5. Sections 17 of the Agreement shall be modified as such:

- i. The Closing shall take place on or before January 31, 2027.
- ii. The Outside Closing Date shall now be ~~January 31, 2027.~~

August 31st
2026

6. Except as amended and modified hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect. The Agreement, as modified by this Amendment, is affirmed, confirmed and ratified in all respects.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or electronically delivered counterpart copy of this Amendment shall be deemed an original for all purposes.

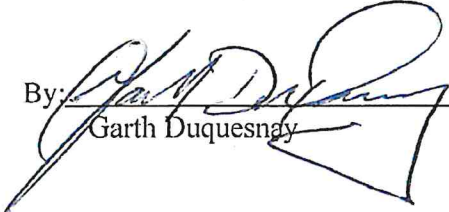
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above:

SELLER:

O'KEEFE'S INC.
a Florida corporation

By:


Garth Duquesnoy

5/29/25

BUYER:

Blue Ft Harrison, LLC, a Florida limited
liability company
By: Blue Ft Harrison M, LLC, its Manager

By:



Shawn Wilson, Manager

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of this 2nd day of October 2024, by O'KEEFE'S INC., a Florida Corporation ("Seller"), and BLUE FT HARRISON, LLC, a Florida limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Blue Sky Communities, LLC entered into that certain Purchase and Sale Agreement dated effective September 6th, 2023 (the "Agreement"); and

WHEREAS, Blue Sky Communities, LLC Assigned this Agreement to an affiliate Blue Ft Harrison, LLC; and

WHEREAS, Seller and Purchaser desire to enter into this Amendment to address certain terms and conditions contained in the Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Buyer do hereby covenant and agree as follows:

1. Seller and Buyer do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. As consideration for Seller's agreement to the terms set forth herein, Purchaser agrees to release Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) of the Seventy-Five Thousand and 00/100 (\$75,000.00) of deposits currently held in Escrow to Seller within three (3) days after execution of this Amendment.

4. Unless the Agreement has been terminated, then on June 15, 2025, Purchaser agrees to release the remaining Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) of deposits held in Escrow to Seller.

5. **2025 9% Tax Credit Award Period** – Purchaser shall pay no more deposits until earlier of a) Purchaser receives an invitation to credit underwriting for winning 9% tax credits from FHFC RFA 2025-202, or b) August 31, 2025.

6. Sections 3.c and 3.d of the Agreement shall be deleted and replaced with:

“Unless the Agreement has been terminated, then upon expiry of the 2025 9% Tax Credit Award Period, Purchaser shall deposit an additional non-refundable sum of One-Hundred Thousand and No/100 Dollars (\$100,000.00) with Escrow Agent (the

“Invitation to Credit Underwriting Deposit”), which shall be released to Seller within three (3) business days after receipt by the Escrow Agent.”

7. Sections 17 of the Agreement shall be modified as such:

- a) The Closing shall take place on or before August 31, 2026.
- b) Purchaser’s ten (10) month extension option to the Closing shall be removed from the Agreement.

8. Purchaser and Seller acknowledge the City of Clearwater has determined that the maximum multifamily density allowed on the Property is 103 units.

9. Except as amended and modified hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect. The Agreement, as modified by this Amendment, is affirmed, confirmed and ratified in all respects.

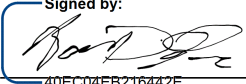
10. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or electronically delivered counterpart copy of this Amendment shall be deemed an original for all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above:

SELLER:

O'KEEFE'S INC.
a Florida corporation

By:  10/2/2024
40EC04EB216442E...
Garth Duquesnay

BUYER:

Blue Ft Harrison, LLC, a Florida limited
liability company
By: Blue Ft Harrison M, LLC, its Manager

By: 
Shawn Wilson, Manager

Assignment of Purchase and Sale Agreement

Blue Sky Communities LLC, a Florida limited liability company ("Assignor"), for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby assign to Blue Ft Harrison, LLC, a Florida limited liability company ("Assignee"), all of its right, title and interest, as Buyer, under that certain Purchase and Sale Agreement, dated September 6, 2023, for the purchase from O'KEEFE'S INC., a Florida corporation ("Seller") of property in Pinellas County ("Agreement"), including, without limitation, all deposits thereunder and all rights to interest accrued thereon.

Assignor hereby directs the Seller to deed the property to Assignee.


Assignee hereby accepts the assignment described above and assumes and undertakes to pay, perform and discharge each and every one of the obligations of the Assignor under the Agreement.

This Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall be governed by the laws of the State of Florida.

The undersigned has executed this instrument this 17th day of November 2023.

ASSIGNOR:

Blue Sky Communities LLC

By:  _____

Shawn Wilson, Manager

ASSIGNEE:

Blue Ft Harrison, LLC

By: Blue Ft Harrison M, LLC, its manager

By:  _____

Shawn Wilson, Manager

PURCHASE AND SALE AGREEMENT

**O'KEEFE'S INC., a Florida corporation
as
Seller**

**BLUE SKY COMMUNITIES, LLC, a Florida limited liability company
as
Purchaser**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of this 6th day of September, 2023 (the “**Effective Date**”), by and between the **O’KEEFE’S INC.**, a Florida corporation (“**Seller**”), and **BLUE SKY COMMUNITIES, LLC**, a Florida limited liability company (“**Purchaser**”). In consideration of the mutual covenants and promises herein to set forth, the parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller approximately 1.5 acres (the “**Property**”) located in Pinellas County, Florida, and more particularly described in **Exhibit “A”** attached to this Agreement, together with the following property and rights:

(a) Seller’s interest, if any, in all strips and gores of land lying adjacent to the Property and owned by Seller, together with all easements, privileges, rights of way, riparian and other water rights, land underlying any adjacent public streets, roads and/or parks, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(b) Seller’s interest, if any, in all (x) deposits with governmental agencies, permits, governmental authorizations and approvals, equivalent residential connections, impact fee credits, if any, pertaining to the ownership of the Property, and (y) entitlements benefitting the Property, including, without limitation, those relating to any zoning or land use approvals currently in place for the Property (collectively, the “**Existing Land Use Approvals**”); environmental reports, surveys, engineering, structural, mechanical, plumbing, drawings prepared by or on behalf of Seller or obtained by Seller in connection with any and all development on the Property (collectively, the “**Plans and Reports**”); and

For purposes of this Agreement, the term “**Project**” shall mean a 135-unit mixed-use residential community, including amenities, ground floor commercial and related parking.

Unless excluded by other terms of this Agreement, all fixtures and personal property which currently exist on the Property or may later be placed on the Property are excluded from the purchase and shall not be included with the Property. Seller shall have the full right to remove all personal property items up until five (5) days after Closing Date, so long as such removal does not cause any environmental issues.

2. **Purchase Price.**

(a) Subject to the terms of this Agreement, the agreed upon purchase price to be paid by Purchaser to Seller for the Property shall be equal to Four Million and No/100 Dollars (\$4,000,000.00) (the “**Purchase Price**”).

3. **Deposit.**

(a) To secure the performance by Purchaser of its obligations under this Agreement, by no later than 5:00 p.m. Eastern Time on the date that is three (3) business days following the Effective Date, Purchaser shall deliver to Nelson Mullins Riley & Scarborough LLP, as escrow agent (the “**Escrow Agent**”), the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) by wire transfer to be held as an earnest money deposit hereunder (the “**Initial Deposit**”). This Initial Deposit becomes non-refundable to Buyer six (6) months after the Effective Date hereof.

(b) To the extent Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period (as hereinafter defined), Purchaser shall deposit with Escrow Agent, on the date that is three (3) business days following the expiration of the Inspection Period, the additional amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Additional Deposit**”). The term

“Deposit” as used herein shall mean the Initial Deposit, the Additional Deposit, together with any further additional deposits as further set forth herein.

(c) To the extent Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, then within five (5) business days after the earlier to occur of (i) Purchaser’s receipt of the Funding Approval as described in Section 9(b) below, or (ii) expiration of the Funding Approval Period, as may be extended, Purchaser shall deposit the additional sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) (**“Funding Approval Deposit”**) with Escrow Agent.

(d) To the extent Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, then within five (5) business days after the earlier to occur of (i) Purchaser’s receipt of the Permits as described in Section 9(c) below, or (ii) expiration of the Land Use Approval Period, as may be extended, Purchaser shall deposit the additional sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) (**“Permitting Approval Deposit”**) with Escrow Agent.

(e) The Initial Deposit and Additional Deposit shall become non-refundable to Purchaser on the date that Purchaser obtains the Approvals (as hereinafter defined), except as otherwise set forth in this Agreement. The Funding Approval Deposit shall become non-refundable to Purchaser upon expiration of the Permitting Period (as herein defined). The Permitting Approval Deposit shall become non-refundable to Purchaser, except as otherwise set forth in this Agreement, on the earlier to occur of (i) the date on which Purchaser obtains the Permits (as herein defined), or (ii) the Closing Date (as herein defined).

4. **Terms of Payment.** On the Closing Date, Escrow Agent is authorized to release the Deposit to Seller by wire transfer in partial payment of the Purchase Price, and Purchaser shall deliver to Seller the balance of the Purchase Price by wire transfer, subject to prorations and adjustments as hereinafter provided.

5. **Title.**

(a) Within five (5) business days following the Effective Date (as and to the extent the same has not already been delivered to Purchaser), Seller shall deliver to Purchaser a copy of Seller’s existing surveys of the Property, if any (the **“Existing Surveys”**). Purchaser shall order and obtain a commitment for title insurance (the **“Commitment”**) for an owner’s 2006 ALTA title insurance policy (the **“Title Policy”**) in favor of Purchaser in the amount of the Purchase Price from First American Title Insurance Company (the **“Title Company”**) through Escrow Agent. The Commitment and any update thereto, or endorsement thereof, shall show Seller to be vested with good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and other matters, except only the following (the **“Permitted Exceptions”**):

- i. Ad valorem real estate taxes for the year of Closing and subsequent years, which are not yet due and payable;
- ii. All applicable zoning ordinances and regulations; and
- iii. All matters reflected in the Commitment for which Purchaser does not include in its Title Objections (as hereinafter defined).

Title shall be deemed good, marketable and insurable only if the Commitment shows Seller’s title to the Property at Closing to be subject only to the Permitted Exceptions (the **“Title Standard”**). Purchaser, at Purchaser’s option, may obtain an update of the Existing Surveys or a new survey (the **“Survey”**) prior to the expiration of the Inspection Period.

(b) If Purchaser determines, in its sole judgment, that any of the matters reflected on the Commitment, the Survey or any municipal lien searches obtained by Purchaser, do not meet the Title

Standard, Purchaser shall no later than the expiration of the Inspection Period, notify Seller in writing specifying the defect(s) which Purchaser has determined, in its sole judgment, cause the title of the Property not to meet the Title Standard (collectively, "**Title Objections**"). If Purchaser fails to give Seller written notice of any Title Objections prior to the expiration of the Inspection Period, any Title Objections shown in the Commitment or on the Survey shall be deemed to be waived as Title Objections by Purchaser.

(c) Within fifteen (15) days following Seller's receipt of Purchaser's Title Objections, Seller may deliver to Purchaser written notice ("**Seller's Title Notice**") of those Title Objections which Seller agrees to either eliminate or cure to Purchaser's reasonable satisfaction by the Closing Date. Seller's failure to deliver Seller's Title Notice to Purchaser within the time period specified above shall be deemed to constitute Seller's election not to eliminate or cure any such Title Objection. If Seller elects (or is deemed to have elected) not to eliminate or cure any Title Objections, then Purchaser shall have the right, by written notice delivered to Seller prior to the date that is five (5) days following the date that Purchaser receives Seller's Title Notice (or the date Seller is deemed to have elected not to eliminate or cure any Title Objections) to either (the failure of Purchaser to provide written notice being deemed to be an election pursuant to clause (ii)): (i) close and accepting the title "as is," and without a deduction in Purchase Price, other than with respect to any Required Clearance Exceptions (as hereinafter defined), the cost of which removal shall be deducted from the Purchase Price, or (ii) cancel this Agreement in which event the Escrow Agent shall return the Deposit, less the non-refundable deposit, to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination.

(d) In the event Seller elects to remove any Title Objections and fails to do so prior to Closing, the Closing Date shall automatically be extended for an additional thirty (30) days (the "**Extended Cure Period**") to allow Seller to cure such Title Objections. Should Seller fail to cure the Title Objections within the Extended Cure Period, Purchaser shall have the option to either: (i) close and accept the title "as is," and without a reduction in Purchase Price, other than with respect to any Required Clearance Exceptions (as hereinafter defined), the cost of which removal shall be deducted from the Purchase Price, or (ii) cancel this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination. Notwithstanding anything to the contrary contained herein, if Purchaser has timely given Seller written notice of its Title Objections, Seller shall, at or prior to Closing, be required to remove or cause to be removed any Title Objections to the extent (and only to the extent) that such Title Objections are (A) mortgage financing documentation encumbering the Property, or (B) liens, delinquencies, judgments, violations or other encumbrances (including delinquent payments for general real estate taxes and any other governmental assessment, but excluding any such amounts that are not yet due and payable) that can be satisfied by payment of a liquidated amount or bonding, or (C) any documents executed by Seller on or after the Effective Date without the Purchaser's prior written consent which encumber the Property, or (D) notices of commencement encumbering the Property, or (E) any pending violations and open or expired permits with respect to the Property (collectively, the "**Required Clearance Exceptions**").

(e) At all times during the term of this Agreement, Seller shall not execute any documents which shall be recorded in the Public Records of Pinellas County, Florida or would otherwise affect title to the Property without Purchaser's prior written consent, which may be withheld (x) in Purchaser's reasonable discretion prior to the expiration of the Inspection Period, or (y) in Purchaser's sole and absolute discretion following the expiration of the Inspection Period; provided, however, nothing contained herein shall preclude or prohibit Seller from taking any actions which are consistent with the terms of this Agreement (e.g. obtaining and recording release of liens or other encumbrances, if any, against the Property).

(f) If at any time subsequent to the delivery of the Commitment and Survey to Purchaser and prior to the Closing of this transaction, any endorsement of the Commitment and/or

recertifications of the Survey obtained by Purchaser show that the title to the Property does not meet the Title Standard as a result of additional defects (“**Additional Title Objections**”), Purchaser may raise such items as Additional Title Objections so long as such items are not caused by, through or under Purchaser. Seller and Purchaser shall have the same obligations and options regarding Additional Title Objections as are provided in the preceding paragraph regarding Title Objections.

6. **Property Information.** Within five (5) business days following the Effective Date, Seller shall deliver to Purchaser, true, correct and complete copies of the following that are in Seller’s actual possession or control (collectively, the “**Property Information**”):

- (a) All Plans and Reports, if any.
- (b) All Existing Land Use Approvals, if any.
- (c) Any existing environmental reports, including any Phase I environmental report;
- (d) Construction plans and specifications relating to any previous development of the Property.
- (e) Any other documents reasonably requested by Purchaser.

7. **Inspections.**

(a) Purchaser shall have until the date that is one hundred twenty (120) days following the Effective Date (the period from and after the Effective Date until 5:00 p.m. on such 120th day shall be referred to in this Agreement from time to time as the “**Inspection Period**”) to examine the Property Information and to make such physical, zoning, land use, environmental and other examinations, inspections and investigations of the Property or the use or operation thereof which Purchaser, in Purchaser’s sole discretion, may determine to make. If, on or at any time prior to the expiration of the Inspection Period, Purchaser, in its sole and absolute discretion, determines that it no longer desires to purchase the Property, for any reason or no reason, then Purchaser may terminate this Agreement by delivering written notice of such termination to Seller and Escrow Agent on or prior to the expiration of the Inspection Period, in which case this Agreement shall automatically terminate without further documentation and the Escrow Agent shall return the Initial Deposit to Purchaser, whereupon all parties shall be released from further obligations under this Agreement except only those expressly stated to survive such termination hereunder. If Purchaser does not terminate this Agreement as provided in this paragraph, then the parties shall proceed to Closing (subject, however, to all other conditions precedent to Closing set forth in this Agreement).

(b) Upon reasonable notice to Seller, Purchaser, and Purchaser’s agents and contractors, shall have the right during the term of the Agreement to enter upon the Property for purposes of inspection and making tests (both invasive and non-invasive) and studies thereon; provided, that Purchaser shall schedule all on-site inspections and testing in the morning and shall coordinate to the best of Purchaser’s ability to ensure all testing and inspections are completed before 10:00 a.m. to avoid any interruption to Seller’s business, and provided that Seller has the right (but not the obligation) to have a representative present at such times to accompany Purchaser onto the Property in the event Seller desires to have such representative accompany throughout the term of this Agreement, Seller, its agents and employees shall at all times reasonably cooperate with Purchaser, its agents and contractors in connection with their performance of the inspections provided herein, including, without limitation, making a representative available **prior to** normal business hours in a timely fashion Purchaser. Purchaser shall not damage the Property and shall immediately restore the Property and remove anything placed on the Property in connection with its inspection(s). Purchaser agrees to indemnify, defend and hold harmless Seller from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable

attorney's fees and court costs at trial and all appellate levels) arising out of or resulting from any such inspection or investigation (but excluding any pre-existing Property conditions). Notwithstanding anything to the contrary contained in this Agreement, the indemnification provisions of this Section shall survive the Closing and any cancellation or termination of this Agreement.

(c) Seller agrees to cooperate with Purchaser, at Purchaser's sole cost and expense, in connection with any meetings Purchaser may elect to have with any applicable governmental agencies.

(d) Purchaser shall maintain or cause to be maintained a policy of comprehensive general liability insurance, with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, insuring Purchaser and Seller, as an additional insured, against any injuries or damages to persons or property that may result from or are related to Purchaser's inspections of the Property. Upon written request from Seller, Purchaser shall provide Seller with a certificate of insurance as evidence of such insurance prior to any physical inspection of the Property or any portion thereof.

(e) In the event this Agreement is terminated for any reason other than a default by Seller hereunder, then Purchaser shall deliver to Seller within ten (10) days of such termination all final third party, non-confidential and non-proprietary reports, documents and other materials obtained by Purchaser with respect to the Property (collectively, "**Third Party Documents**"). For clarity, such Third Party Documents shall include all studies, reports, plans, engineering, specifications, applications, information and other materials prepared by third parties for, on behalf of or at the request of Purchaser in connection with the Property in their current form, but specifically excluding any financial reports or internal proprietary materials which Purchaser deems confidential. Seller acknowledges and agrees that all Third Party Documents shall be delivered to Seller "AS IS", "WHERE IS", subject to all faults and defects without any expressed, implied or statutory warranties or representations of any kind, and Purchaser hereby disclaims any such representations and warranties. Seller hereby releases Purchaser from all claims, causes of action, liabilities, costs and expenses incurred in any way by Seller in connection with or arising from Third Party Documents.

8. **As-Is Sale:** Purchaser expressly acknowledges that Purchaser has had and will have an opportunity to evaluate the Property and to make full inquiry of Seller as to all matters deemed relevant by Purchaser in evaluating the Property. Except as expressly provided in this Agreement or any closing instruments, Purchaser expressly acknowledges that the Property is being purchased "as is", "where is" and "with all faults," latent and patent, without recourse to Seller, and/or its respective predecessors in title, successors and assigns, and releases and waives any claims against Seller for any matter pertaining to the character or condition of the Property, except to the extent arising out of Seller's gross negligence or willful misconduct. Except for disclosures required by Seller under applicable law, and except as expressly provided in this Agreement or any closing instruments, Purchaser acknowledges that Seller has no duty, responsibility or obligation whatsoever to volunteer to Purchaser information about the Property. Without limiting the generality of the foregoing, except as expressly set forth herein or in any closing instruments, Seller has not made and will not make, and hereby expressly disclaims, any warranties or representations of any kind whatsoever, express or implied, with respect or relating to the Property, including without limitation, merchantability, habitability or fitness for the purpose of the Property or any part thereof. Purchaser expressly acknowledges that it is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of Seller, or of any agent or representative of Seller, not expressly set forth herein or in any closing instruments.

9. **Governmental Approvals:**

(a) During the Inspection Period and at any time prior to Closing Date, Purchaser shall have the right at its own expense to apply for and seek to obtain approval from the City of Clearwater, Florida (and the Pinellas County Board of County Commissioners, if applicable) of (i) a Preliminary/Final Site Plan (the "**Site Plan Approval**", together with all other applicable approvals, collectively, the "**Approvals**"), to construct a multi-family, mixed use development approximately six (6) stories containing

approximately 135 workforce housing units (the “**Project**”). Purchaser’s failure to obtain Approvals for development of anything in excess to the minimum development approvals set forth in this Paragraph 9(a) shall not be a condition to Closing.

(b) **Funding Approval.** Purchaser shall have a period of nine (9) months after the expiration of the Inspection Period (“**Funding Approval Period**”) to receive funding approval from one or more government agencies (or similar action as may be applicable) as required for Purchaser’s intended use with related improvements and facilities (including, without limitation, a drainage and retention system) on the Property (“**Funding Approval**”).

(c) **Permitting Approval.** Purchaser shall have a period of nine (9) months days after the expiration of the Funding Approval Period (“**Permitting Period**”) to receive all final and unconditional permits, licenses, variances, approvals, special approvals, and/or easements pertaining to the building(s) and other improvements to be constructed on the Property following the Closing, including without limitation, special approvals or exceptions, variances, construction permits, and other permits for drainage, utilities, signs, curb cuts, parking areas, driveways, ingress and egress, and similar matters as may be required for the Property to be developed and operated for Purchaser’s intended use (collectively, the “**Permits**”).

(d) Seller shall cooperate, at no cost to Seller, with Purchaser in all respects in Purchaser’s efforts to submit all required plans and obtain the Approvals. Seller shall join in and execute all applications, documents and/or submittals required in connection therewith and Seller shall attend any required public hearings and provide support for the Project.

(e) Purchaser shall not place any signs advertising the sale of the Property or any visible marketing materials on or about the Property, it being understood by Purchaser and Seller that confidentiality is desirable to allow Seller to continue to operate Seller’s existing restaurant on the Property. Purchaser shall take all reasonable actions, and shall cause any third-party consultants or other agents, employees or other parties entering the Property on Purchaser’s behalf to take action, to maintain the confidentiality of the pending sale of the Property. However, if confidentiality is not maintained for any reason, this shall not be a default by Purchaser. Seller expressly acknowledges that Purchaser’s development plan and actions will be of interest to the public and that confidentiality is not guaranteed.

10. **Conditions Precedent.** Purchaser’s obligation to close the transaction provided for in this Agreement shall be subject to the following conditions precedent to Closing, any of which may be waived by Purchaser (collectively, the “**Conditions Precedent**”):

(a) The Title Company shall be obligated to issue the Title Policy pursuant to the Commitment, consistent with the Title Standard, subject only to the payment of the title premium and the Permitted Exceptions.

(b) As of Closing, all of the representations and warranties by Seller contained in this Agreement shall be true and correct in all material respects.

If any of the Conditions Precedent are not satisfied as of the date of Closing, Purchaser shall have the right either to (x) waive the condition and close “as is”, or (y) terminate this Agreement by providing Seller with a written notice of termination on or prior to the date of Closing, in which event the Escrow Agent shall return the Deposit (less the Initial Deposit, Additional Deposit and any deposits for extension to the Site Plan Approval period and/or the Permitting Period made pursuant to the terms set forth herein),

to Purchaser, whereupon the parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive the termination hereunder.

11. **Representations, Warranties and Covenants.**

(a) As of the Effective Date and as of Closing and subject to all of the other provisions in this Section 11, Seller represents, warrants and covenants to the Purchaser ("**Seller's Warranties**") and agrees with the Purchaser as follows:

i. Seller has not entered into any contracts, arrangements, licenses, concessions, easements, or other agreements, including, without limitation, service arrangements and employment agreements, either recorded or unrecorded, written or oral, with respect to the Property, or any portion thereof or the use thereof.

ii. The Seller is organized under the laws of the State of Florida, and the person or persons executing this Agreement on behalf of the Seller has authority to execute this Agreement and to consummate the transactions contemplated hereby on behalf of the Seller. The execution, delivery and performance of this Agreement by Seller has been duly authorized and no consent of any other person, trust or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (a) result in a breach of, or default under, the Seller's organizational documents or any agreement to which Seller is a party or by which the Property is bound, or (b) violate any restrictions to which Seller is subject.

iii. Seller has not received written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to, and to Seller's Knowledge, is unaware of any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain.

iv. There is no litigation pending or threatened in writing against or relating to Seller or the Property.

v. Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect, and also stating Seller's social security numbers and Seller's address. Seller acknowledges and agrees that Purchaser shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be modified and amended from time to time, and Seller shall act in accordance with all reasonable requirements of Purchaser to effect such full compliance by Purchaser.

vi. The Seller has received no notice that the Property or Seller are subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Environmental Laws (hereafter defined). The term "**Environmental Laws**" means all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems. Except as set forth in any environmental report delivered by Seller to Purchaser in connection herewith, Seller has not, and to Seller's Knowledge, no other person has used, generated, processed, stored, released, discharged, transported or disposed Hazardous Materials (as hereinafter defined) on the Property except for use and storage in compliance with all applicable Environmental Laws.

vii. Seller has received no written notice of any default or breach by Seller nor by any other party thereto, under any covenants, conditions, restrictions, rights-of-way or easements that materially affect the Property or any portion(s) thereof which require performance or compliance by the owner of the Property, and Seller has received no written notice of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default or breach by Seller nor, to Seller's Knowledge, any other party thereto, under any such covenants, conditions, restrictions, rights-of-way or easements, which, in each case, Seller has not provided to Purchaser.

viii. Neither Seller, nor any person or entity holding any legal or beneficial interest whatsoever in Seller, is included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

(b) As of the Effective Date and as of Closing, Purchaser represents, warrants and covenants to the Seller and agrees with Seller as follows:

i. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State its formation. This Agreement and all documents contemplated hereunder to be executed by Purchaser have been duly authorized by all requisite partnership, corporate or other required action on the part of Purchaser and are the valid and legally binding obligation of Purchaser, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and all documents contemplated hereunder to be executed by Purchaser, nor the performance of the obligations of Purchaser hereunder or thereunder, will result in the violation of any law or any provision of the organizational documents of Purchaser or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Purchaser is bound.

ii. Neither Purchaser, nor any person or entity holding any legal or beneficial interest whatsoever in Purchaser, or in any assignee of Purchaser, is included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

12. **Operating Covenants.**

(a) Seller covenants to Purchaser that, from the Effective Date until Closing: (i) Seller will not enter into any new lease or occupancy agreement affecting the Property, or any portion thereof, (ii) Seller shall not enter into any contract or other agreement that extends beyond the Closing Date, whether written or oral, affecting the Property or any portion thereof or the use thereof without the prior consent of the Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that no consent shall be needed for Seller to enter into a service contract so long as (x) it is terminable upon no more than thirty (30) days prior written notice; and (y) Seller terminates the same prior to Closing, (iii) Seller shall not sell, contribute, assign or create any right, title or interest whatsoever in or to the Property, (iv) Seller shall not cause or permit any mortgage, deed of trust, lien, assessment, obligation, interest, encroachment or liability whatsoever to be placed of record against the Property (other than the Permitted Exceptions), and (v) Seller shall not enter into any agreement to do any of the foregoing and Seller shall deliver absolute and unencumbered possession of the Property to Purchaser at Closing.

(b) Seller shall remove the Property from the market for sale, and not solicit, accept, entertain or enter into any negotiations or agreements with respect to the sale or disposition of any or all of the Property, or any interest therein, or sell, contribute or assign any interest in the Property.

(c) Seller shall have the right to, except as otherwise provided in this Agreement, operate, lease and/or relocate the business and personal property, sell the personal property and maintain the Property in accordance with Seller's past practice and all applicable Laws. Seller shall maintain all casualty and liability insurance in place as of the Effective Date with respect to the Property in amounts and with deductibles substantially the same as existing on the Effective Date.

(d) Seller acknowledges that Purchaser may disclose its intentions for the Property at any time to government officials, Purchaser's agents, or members of the media. Seller shall not hold Purchaser responsible for the impact such disclosures may have on the business or any other aspect of Seller's ownership.

13. **Default Provisions.**

(a) In the event of the Purchaser's default under this Agreement prior to Closing, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations hereunder, then Seller at its option shall have the right, as its sole and exclusive remedies, to either: (i) receive the Deposit as agreed and liquidated damages for said breach and as Seller's sole and exclusive remedy for default of Purchaser, whereupon the parties shall be relieved of all further obligations hereunder, except those obligations expressly stated to survive herein (Purchaser and Seller agree that it would be difficult or impossible to ascertain the damages suffered by Seller as a result of any default by Purchaser and agree that the Deposit is a reasonable estimate of such damages), or (ii) waive the default and proceed to Closing.

(b) If Seller shall default under this Agreement prior to Closing, then Purchaser at its option shall have the right, as its sole and exclusive remedies, to either: (i) waive the default and proceed to Closing, (ii) receive the return of the Deposit, or (iii) seek specific performance of Seller's obligations hereunder; provided, however, in the event the remedy of specific performance is not available to Purchaser as a result of Seller's intentional actions, including, but not limited to selling the Property to a third-party, Purchaser may pursue an action against Seller for damages caused thereby anything to the contrary notwithstanding

14. **Prorations.** Real estate and personal property taxes, utilities and all other proratable items shall be prorated as of the date of Closing. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year, and at the request of either party, the taxes for the year of Closing shall be re-prorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known. Seller shall arrange for meter readings with respect to all utilities prior to Closing. The provisions of this Section 14 shall survive the Closing.

15. **Improvement Liens.** Certified, confirmed or ratified liens for governmental improvements as of the date of Closing, if any, shall be paid in full by Seller, and pending liens for governmental improvements as of the date of Closing shall be assumed by Purchaser; provided that in the event such amounts are payable in installments, Seller shall be responsible for all installments due at or prior to Closing and Purchaser shall assume all installments following Closing. The provisions of this Section 15 shall survive the Closing.

16. **Closing Costs.** The parties shall bear the following costs:

(a) Purchaser shall be responsible for payment of the following at Closing: (i) the cost of obtaining the Commitment and all updates thereto, and the premiums and any other related fees and costs for any owner's or mortgagee title insurance policy, (ii) the cost of recording the special warranty deed of conveyance, (iii) the Survey, and (iv) the fees charged by Escrow Agent in connection with the Closing. Except as otherwise provided herein, Purchaser shall pay for any and all other costs and expenses of Purchaser including any costs and expenses of environmental, architectural, engineering and other inspection and feasibility studies and reports incident to Purchaser's inspections.

(b) Seller shall be responsible for payment of the following: (i) the documentary stamp tax due on the special warranty deed of conveyance based upon the Purchase Price, and (ii) recording costs on documents necessary to clear title at Closing.

(c) Each party shall pay its own legal fees.

The provisions of this Section 16 shall survive the Closing.

17. **Closing.** Subject to the provisions of this Section concerning the Outside Closing Date, the closing of this transaction ("**Closing**") shall take place on or before the earlier of two (2) months following the expiration of the Permitting Period, as may be extended, or upon ten (10) days written notice to Seller from Purchaser, should Purchaser elect for the Closing to be held upon an earlier date. Six months prior to Closing, Purchaser may extend the Closing date for an additional 10 months, for payment of an additional deposit of \$100,000, which shall be immediately non refundable and shall be released to the Seller within 3 days of deposit with the Escrow Agent. The additional \$100,000 deposit will be credited to the Purchase Price at Closing. Notwithstanding anything contained herein to the contrary, in the event that the Closing has not occurred on or before thirty four (34) months following the expiration of the Inspection Period (the "**Outside Closing Date**"), this Agreement shall automatically terminate in all respects, in which case the Initial Deposit and any other deposit(s) made by Purchaser hereunder shall be paid to Seller, with accrued interest, from Escrow Agent unless all contingencies to Closing set forth herein have been satisfied and the failure of Closing to occur is the result of Seller's default, in which case Purchaser's remedies shall be as set forth below.

At Closing, Seller shall execute and deliver to Purchaser the following closing documents and items:

(a) a good and sufficient special warranty deed executed by Seller, subject only to the Permitted Exceptions in the form attached hereto as **Exhibit "B"**;

(b) an appropriate "gap", exclusive possession and mechanic's lien affidavit and any and all other documents, certificates and affidavits required by the Title Company to issue the Title Policy in the form required under Section 5 hereof;

(c) a non-foreign affidavit or certificate;

(d) an appropriate assignment of all deposits, licenses, permits, approvals, easements, public rights of way, contract rights, guarantees and warranties and other property rights included in this transaction, Existing Land Use Approvals and Plans and Reports (the "**General Assignment**") in the form attached hereto as **Exhibit "C"**;

(e) appropriate evidence of Seller's formation, existence, and authority to sell and convey the Property;

(f) a counterpart closing statement (the "**Closing Statement**");

(g) such other documents as are reasonably necessary to consummate this transaction.

At Closing, the Purchaser shall execute and deliver to Seller the following closing documents and items:

- i. a counterpart Closing Statement;
- ii. a counterpart General Assignment; and
- iii. such other documents as are reasonably necessary to consummate this transaction.

18. **Brokers.** The parties each represent and warrant to the other that there are no real estate broker(s), salesmen or finders involved in this transaction, other than Tom Shelly of Sunshine Home Sales & Commercial Brokerage (the “**Broker**”) pursuant to a separate agreement solely between Broker and Seller. If a claim for brokerage in connection with the transaction is made by any broker, salesman or finder, other than Broker, claiming to have dealt through or on behalf of one of the parties hereto (the party with whom such broker, salesman or finder claims to have dealt through or on behalf of shall hereafter be deemed to be the “**Indemnitor**”), Indemnitor shall indemnify, defend and hold harmless the other party hereunder (“**Indemnitee**”), and Indemnitee’s officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney’s and paraprofessional fees and court costs at trial and all appellate levels) with respect to said claim for brokerage. The provisions of this Section 18 shall survive the Closing and any cancellation or termination of this Agreement.

19. **Assignability.** Purchaser shall be entitled to assign its rights under this Agreement to an entity wholly owned or controlled by Purchaser without the prior consent of Seller. In the event of an assignment, Purchaser shall not be released from any and all of its obligations hereunder. In the event of an assignment, the Purchaser shall promptly provide a copy of the related assignment document to the Seller.

20. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorney’s fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

21. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if (a) delivered by hand, (b) sent by recognized overnight courier (such as Federal Express), (c) mailed by certified mail, return receipt requested, in a postage prepaid envelopes, or (d) sent by electronic delivery (i.e. - PDF), and addressed as follows:

If to Seller:

O’Keefe’s Inc.
2371 Hanover Drive
Dunedin, FL 34698
Attn: Garth DuQuesnay
Email: garthatokeefes@gmail.com

With a copy to:

Fletcher Fischer Pollack, P.L.
433 Central Ave., Suite 400
St. Petersburg, FL 33701
Attn: Tina Fischer, Esq.
Email: tfischer@ffplegal.com

If to Purchaser:

Blue Sky Communities LLC
180 Fountain Pkwy N
Ste. 100
St. Petersburg, FL 33716
Attn: Shawn Wilson
Email: swilson@blueskycommunities.com

With a copy to

Nelson Mullins Riley & Scarborough, LLP
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301
Attn: Melissa N. VanSickle, Esq.
Email: melissa.vansickle@nelsonmullins.com

If to Escrow Agent:

Nelson Mullins Riley & Scarborough, LLP
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301
Attn: Melissa N. VanSickle, Esq.
Email: melissa.vansickle@nelsonmullins.com

Notices shall be effective upon delivery or refusal to accept delivery. Notices may be delivered by a party's legal counsel. Original signature pages to any notice sent in connection with this Section is not required in order for such notice to be deemed effective.

22. **Risk of Loss.** Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event that the Property or any portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the right, at Purchaser's option, to (i) terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Deposit shall be refunded to Purchaser, less the applicable portions of the Deposit which are non-refundable pursuant to the terms set forth herein, and all rights and obligations of the parties under this Agreement shall expire except for obligations which expressly survive the termination of this Agreement; or (ii) Purchaser may proceed with Closing in which case Purchaser shall be entitled to such percentage of any condemnation awards and settlements that are specifically allocated to the real property and Seller shall be entitled to such percentage specifically allocated to the improvements and personal property. Seller shall not settle or compromise any condemnation action without the prior written consent of Purchaser, and Purchaser shall have the option to participate in any such action. In the event of the damage or destruction of any portion of the Property prior to Closing, Seller shall sole discretion in determining whether to complete repair(s) of any casualty to the improvements and personal property located on the Property. **Any insurance proceeds paid out on a claim for damages to the improvements and personal property shall be the property of the Seller.** Notwithstanding anything to the contrary herein, Seller shall maintain risk of loss of the Property until the actual time of Closing, after which time the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

23. **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT. [NOTE: THIS SECTION IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(5), FLORIDA STATUTES (2006).]

24. **Miscellaneous.**

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to conflict of laws principles thereof. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's and paraprofessional fees and court costs at all trial and appellate levels, subject to the other provisions in this Agreement. The provisions of this Section 24(c) shall survive the Closing coextensively with the other surviving provisions of this Agreement (and shall continue to survive in connection with any litigation timely brought pursuant with the terms of this Agreement).

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof. All time periods shall be calculated in calendar days unless otherwise expressly set forth in this Agreement.

(g) If any date upon which, or by which, action required under this Agreement is a Saturday, Sunday or legal holiday recognized by the Federal government or the State of Florida, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the Federal government, and the term "business day" as used in this Agreement shall be deemed to exclude such dates.

(h) SELLER AND PURCHASER HEREBY VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(i) In that event that Seller or Purchaser elects, in their sole discretion, to treat the sale or purchase of the Property as part of a "1031 like-kind exchange" (the "**Exchange**"), each party agrees to reasonably cooperate with the other party in effectuating the Exchange, provided: (i) the Exchange is effectuated without any additional cost to the cooperating party whatsoever, (ii) the Exchange does not cause a delay in the Closing, and (iii) the cooperating party is not required to purchase, or take title to, any additional property to effectuate same.

(j) Prior to Closing or earlier termination of this Agreement, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed or otherwise transferred.

Furthermore, prior to the Closing, Seller shall not market the Property, and shall not be permitted to participate in discussions with potential purchasers of the Property or potential joint venture partners with respect to the Property nor enter into any back-up contracts, term sheets, or letters of interest with respect to the Property or any portion thereof.

(k) This Agreement may be executed in counterparts, each of which shall be deemed an original and a complete set of which counterparts taken together shall constitute one and the same agreement. The parties agree to accept electronic copies of signed documents as originals except for documents required to be recorded in the public records.

(l) Subject to the terms and conditions herein provided, each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the transaction; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or cost to such party.

(m) Neither this Agreement nor any memorandum hereof shall be recorded in the Public Records of Pinellas County, Florida.

(n) Venue for any action hereunder shall lie exclusively with the Circuit Court of Florida, physically located in Pinellas County, Florida.

(o) All references in this Agreement to “**Seller’s Knowledge**” shall refer to the present actual knowledge of Garth DuQuesnay, who is the most knowledgeable person with respect to matters pertaining to Seller and the Property.

(p) This Agreement is an agreement solely for the benefit of Seller and Purchaser. No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein.

25. **Confidentiality.** From and after the Effective Date, neither Purchaser nor Seller shall make a public disclosure of the existence or the terms of this transaction before Closing except that (a) either party may disclose any information with respect to the transaction contemplated herein, any matters set forth in this Agreement, or any of the terms and provisions of this Agreement to their respective attorneys and accountants and if and to the extent that such disclosure is required, by applicable law or a court or other binding order or by applicable administrative rule or regulation or order of any regulatory or supervisory agency or authority with competent jurisdiction over such matter, (b) Seller or Purchaser may disclose any information with respect to the transaction contemplated herein, any matters set forth in this Agreement, or any of the terms and provisions of this Agreement to any of their respective, current, or prospective lenders, members, managers, officers, directors, trustees, employees, consultants, advisors, agents, representatives, partners and/or shareholders; provided that all of the foregoing are advised of the confidential nature of such information, matters, terms and provisions and are instructed to retain such information confidential, or (c) to the extent the disclosure is required in connection with enforcement of this Agreement by either party or (d) Purchaser may provide this Agreement to government agencies in connection with applications for funding. After the consummation of the Closing, neither Seller nor Purchaser shall be permitted to release a press release containing details of the sale of the Property unless such press release is approved in advance by the other party. The parties hereto shall deliver to the other a copy of the press release at least three (3) business days prior to the issuance thereof. The provisions of this Section shall survive the closing of the transaction contemplated by this Agreement or termination of this Agreement (whichever shall occur) for a period of three (3) months following Closing or termination. Notwithstanding any of the above, the parties recognize the potential of this transaction to garner public attention through no fault of Seller or Purchaser. Furthermore, Seller acknowledges that Purchaser will need to provide a copy of this Agreement to several entities, including, but not limited to the City of Clearwater, Pinellas County, and the Florida Housing Finance Corporation. Any public interest in this transaction shall not serve as a basis of default or termination.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

27. **Project Timeline.** Prior to the expiration of the Inspection Period, Purchaser shall provide a draft Project timeline to Seller. Such timeline shall include Purchaser's estimation of the critical project milestones, including public hearing dates and application deadlines. Purchaser shall use commercially reasonable efforts to periodically inform Seller of Purchaser's progress in securing the Governmental Approvals. Purchaser and Seller agree that the project timeline and any updates provided by Purchaser are approximations and Purchaser makes no warranty or representation as to the accuracy of such information. Purchaser and Seller further agree that any such updates may be made informally via email and are not required to be in conformance with the Notice provision as set forth in Section 21 above.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

SELLER:

O'KEEFE'S INC.

a Florida corporation

DocuSigned by:

By: _____

Garth duquesnay

Name: **GARTH DUQUESNAY**

Title: **President**

Date: **9/6/2023**

PURCHASER:

BLUE SKY COMMUNITIES, LLC, a Florida
limited liability company

By: _____

Shawn Wilson

Name: **Shawn Wilson**

Title: **President**

Date: **Sept 5, 2023**

EXHIBIT "A"

Legal Description

Parcel ID: 21-29-15-58068-006-0050

1219 S FT HARRISON AVE, CLEARWATER

Legal Description - DIST:CW CITY/MUNI/TWP:CITY OF CLEARWATER

SEC/TWN/RNG/MER:SEC 21 TWN 29S RNG 15E MILTON PARK BLK 6, LOTS 5 AND 6 AND
1/2 VAC ALLEY ON N

Parcel ID: 21-29-15-58068-006-0010

1206 HAMLET AVE, CLEARWATER

Legal Description – LOT 1 - 4 DIST:CW CITY/MUNI/TWP:CITY OF CLEARWATER

SEC/TWN/RNG/MER:SEC 21 TWN 29S RNG 15E MILTON PARK BLK 6, LOTS 1 THRU 4
INCL AND N 1/2 OF VAC ALLEY ADJ TO LOTS 3 AND 4

Parcel ID: 21-29-15-58068-006-0081

512 GRAND CENTRAL ST CLEARWATER

Legal Description - DIST:CW CITY/MUNI/TWP:CITY OF CLEARWATER

SEC/TWN/RNG/MER:SEC 21 TWN 29S RNG 15E MILTON PARK BLK 6, S 77FT OF LOT 8

Parcel ID: 21-29-15-58068-006-0070

FT HARRISON AVE, CLEARWATER

MILTON PARK BLK 6, LOT 7 AND TH N 50FT OF LOT 8 AND ALL VAC ALLEY ON N

EXHIBIT "B"

PREPARED BY AND RETURN TO:

Melissa N. VanSickle, Esq.
Nelson Mullins Riley & Scarborough LLP
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Parcel Identification Numbers: 21-29-15-58068-006-0050; 21-29-15-58068-006-0010; 21-29-15-58068-006-0081; 21-29-15-58068-006-0070

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20__, by _____, with an address at _____ ("**Grantor**"), in favor of _____, a _____ limited liability company ("**Grantee**"), with an address at c/o _____.

GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, all rights and interest in the real property situate, lying and being in the County of Pinellas, State of Florida, more particularly described on the attached **Exhibit "A"** ("**Property**").

TOGETHER WITH all right, title and interest of Grantor in (i) any and all structures and improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO the matters reflected below ("**Permitted Exceptions**"):

General and special taxes or assessments for the year 20__ and subsequent years.

Conditions, easements, restrictions, limitations, reservations and declarations of record, if any, but this reference shall not operate to reimpose same.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Property in fee simple and has authority to sell and convey the Property, that Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, but not otherwise, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

[Signature on following page]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__ by _____, as _____ of _____, on behalf of such company. Said individual is personally known to me or produced a Florida driver's license as identification.

Notary Public, State of Florida

My commission expires:

Exhibit "A"

Legal Description of Property

EXHIBIT "C"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment") is made as of the ____ day of _____, 20__, by _____, with an address at _____ ("Seller"), in favor of _____, LLC, a _____ limited liability company ("Purchaser"), with a mailing address at _____.

RECITALS:

WHEREAS, of even date herewith, Seller has conveyed to Purchaser the land described in **Exhibit "A"** attached hereto (the "**Property**"); and

WHEREAS, Seller and Purchaser intend that Seller also convey to Purchaser all of the Conveyed Property Rights (as hereinafter defined).

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Seller has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Purchaser all of Seller's right, title and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**"):

(a) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(c) all licenses, permits, governmental approvals, utility commitments, utility rights (including rights to capacity or service), drainage and detention rights, development rights or other similar rights, inclusive of any prepaid impact fees, impact fee credits or other similar development credits;

(d) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

(e) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(f) all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Purchaser and Purchaser's successors and assigns forever.

2. This Assignment shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Purchaser, nor shall it be deemed to impose on Purchaser any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Seller assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

4. Seller and Purchaser will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date indicated above.

SELLER:

By: _____

Name: _____

Title: _____

PURCHASER:

_____, **LLC**, a _____ limited
liability company

By: _____

Name: _____

Title: _____

Exhibit “A”

Legal Description of Property